

**AGREEMENT ON THE SHORT-TERM RENTAL OF A HOUSE FOR RECREATIONAL PURPOSES**

**Agreement No. ....**

**S.I.D.VILLAS s.r.o.**

ID No. 07665741

registered office: U Milosrdných 850/8, Praha 1, Staré Město 110 00

registered with the Municipal Court in Prague, Section C, File No. 305064

represented by Šárka Drbohlavová based on a power of attorney dated 11 January 2019

**(“the Accommodation Provider”)**

and

Full name .....

Date of birth .....

Address .....

Telephone, email .....

ID card/passport No. ....

**List of other accommodation users: on a separate sheet at the end of this Agreement**

**(“the Accommodation User”)**

*List of other accommodation users, maximum 6 adults in total, is attached (separate sheet) as an integral part of the Agreement, MUST BE COMPLETED and sent with the signed agreement!*

*(The Accommodation Provider and the Accommodation User hereinafter referred to as “the contracting parties”)*

*hereby enter into, as of the day, month and year specified below and in accordance with the provisions of Section 2326 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic (“Civil Code”), the following*

**Agreement on the Short-term Rental of a House in Greece for Recreational Purposes**

**(“the Agreement”)**

## I. Introductory Provisions

1. The Accommodation Provider is the authorised tenant with the right to rent the following property:

**Villa number** ..... situated at the site **Pohoda Villas Resort** (“the Resort”) in the cadastral territory of the local district of **Kalandra, Chalkidiki, Greece**, postcode: 63077, marked on the layout plan under number ..... in Annex No. 2 hereof and further described in Article II hereof (“the Recreational Facility” or “the Villa”).

2. The Accommodation User declares that it has read and understood the publicly available information on the Accommodation Provider’s website at <http://www.pohodavillas.com> about the Recreational Facility, about the Resort, and other published information, particularly the booking system, the House Rules and General Terms and Conditions (“GTC”) before signing this Agreement, and has clarified any uncertain points with the Accommodation Provider before making the booking and signing this Agreement; and after careful consideration it is interested in using the Recreational Facility including its parts and accessories in the Resort for temporary accommodation and recreational purposes.

## II. Subject matter of Accommodation

1. The Accommodation Provider provides the Recreational Facility to the Accommodation User under the terms specified by this Agreement for temporary accommodation for recreational purposes and the Accommodation User undertakes to pay the Accommodation Provider the agreed price for the accommodation and the services associated with the accommodation in accordance with the terms specified below in this Agreement.

### Description of the Villa:

Two-floor villa of 145 m<sup>2</sup> with three bedrooms (two bedrooms on the 1st floor and one on the ground floor), a living room connected to the kitchen and kitchenette, two bathrooms with WC, a balcony and an outdoor terrace, which opens directly into the Resort garden. The bathroom on the 1st floor has a bath; the second bathroom is on the ground floor and has a shower by the bedroom. There is a separate WC by the kitchen on the ground floor. There is outdoor furniture on the outdoor terrace.

The villa is fully furnished in the Mediterranean style. There is no television, but it has a Wi-Fi connection. All three bedrooms have a double bed with a 200×180 cm mattress, including bedding. The master bedroom is air conditioned with a wall fan coil. The other two bedrooms have mobile air conditioning.

The kitchen is fully equipped with a ceramic hob, a NESPRESSO coffee machine, fitted electric oven, dishwasher, fridge and freezer, kettle, microwave oven, kitchen utensils (pots and pans) and porcelain crockery (soup and dinner plates, coffee/tea cups and mugs, glasses, salad bowls) and cutlery, wine glasses, water glasses, etc.

The villa has a hair dryer, towels, and beach towels. The baby cots, children's potties, children's seats for the table and children's toilet seats are available on request, depending on occupancy.

Accommodation Users can use the shared laundry room, washing machine, dryer, iron and ironing board situated in the Facilities Building at the Resort marked on the Resort layout plan - see Annex No. 2.

**The maximum number of Accommodation Users in the villa is six (plus a maximum of 2-3 children under the age of 5).**

**The Villa and the Resort, including the swimming pool, are intended for the Accommodation Users only, and not persons invited by them or persons to whom they have given access (visitors). A breach of this duty is considered a gross violation of this Agreement.**

2. Together with the Recreational Facility the Accommodation User will also be entitled to use the shared areas of the Resort, namely the parking spaces in the reserved parking area in front of the Villa, the outdoor barbecue, which is part of the Recreational Facility (not shared with other guests in the Resort), the shared outdoor pool with sun loungers and sunshades ("the Pool with Bathing Zone") and the shared garden ("the Garden").

The rules for the use of the Pool with Bathing Zone and the Garden, including safety rules, are part of the House Rules.

### **III. Purpose of Accommodation**

1. The Recreational Facility is rented to the Accommodation User for temporary family recreational purposes. Upon signature of this Agreement the Villa is reserved for the Accommodation User (Booking).

### **IV. Accommodation period, Handover and Check Out from the Recreational Facility**

1. The accommodation period is agreed from 5.00 p.m. on ..... (Check In) to 11.00 a.m. local time on ..... (Check Out).

The Accommodation Provider reserves the right to make changes to the Villa in the Resort prior to Check In. The villas in the Resort all have the same level of equipment and amenities, with the exception of Villa No. 4, which has a bedroom for newlyweds (four-poster bed) and with the exception of Villa No. 8.

2. The Accommodation User is obliged to check in the Recreational Facility on the first day of the accommodation between 5.00 p.m. and 11.00 p.m. local time (or, if agreed, earlier if the Villa is not occupied on the same day) and to vacate the Villa on the last day of the accommodation by 11.00 a.m. local time and to return the Villa to the Accommodation Provider in the state it was in when the Recreational Facility was provided, with the exception of the final cleaning and washing bedding, which are done by the Accommodation Provider. If the Villa is found to be excessively dirty (i.e. more dirty than may be expected from usual use) the Accommodation User is obliged to pay a flat-rate cleaning fee of CZK 2,500 (approx. EUR 100). This flat-rate cleaning fee may be paid out of the security deposit paid in accordance with Art. V. of this Agreement.

The security deposit can also be used for damaged common areas such as the grill, which is to be returned clean, the Accommodation User will be fined CZK 500 (approx. EUR 20) for returning a dirty grill, which will be used to pay for cleaning the grill, leaving a dirty pool due negligence or damaging the garden around the villa, etc.

3. The Accommodation Provider is entitled to cancel the booking or withdraw from this Agreement if the Accommodation User fails to pay the agreed price pursuant to Article V of this Agreement. The

Accommodation Provider has the right to the extraordinary cancellation of the booking or withdrawal from the Agreement for an objectively justified reason, i.e. if the performance of the Agreement is impossible due to force majeure or other circumstances, in particular, unforeseeable and extraordinary circumstances outside the Accommodation Provider's control. If the Accommodation Provider justifiably withdraws from the Agreement, the Accommodation User will not be entitled to compensation.

4. The Accommodation Provider is entitled to withdraw from this Agreement without any notice, in which case the Accommodation User is obliged to vacate the Recreational Facility and return it to the Accommodation Provider in the event of one of the gross breaches of this Agreement listed below:

- i. despite having been warned, the Accommodation User grossly breaches any of its obligations under this Agreement, particularly if they allow the use of the Resort, including the Swimming Pool, by third parties, or they damage items in the Recreational Facility or property at the Resort;
- ii. despite having been warned, the Accommodation User commits a gross breach of good morals;
- iii. the number of people Checking-in to the Recreational Facility exceeds the maximum number of persons set out in this Agreement and no agreement on compensation has been reached between the contracting parties.

5. The Accommodation User understands that it may not withdraw from this Agreement before the agreed period. If it does so, and if the Accommodation Provider is able to prove that it incurred unavoidable damage as a result, the Accommodation Provider has the right to request that Accommodation User pay it compensation for such damage.

## **V. Price of Accommodation, Maturity, Security Deposit**

### **1. Price**

The contracting parties agree that the price for the use of the Recreational Facility is EUR ..... for ..... nights ("the Price"). The agreed Price excludes VAT and does not include local fees and taxes. In case, as a result of a change in generally binding regulations, rent is subject to VAT or to an obligation to pay fees according to local generally binding regulations, the Accommodation Provider has the right to charge the guest the relevant taxes or fees not included in the rental price.

The agreed price includes the use of the Recreational Facilities, including water consumption, use of WIFI and air conditioning (excluding payment for electricity consumption), use of the pool including towels and bath towels, bed linen; bed linen, towels and bath towels are provided for the entire stay (7 nights) which are not changed. This does not apply to renting for more than a week, in this case the Accommodation Provider will clean the Villa and change bed linen and towels after 7 days. The price also includes the use of barbecue, shared washing machine and dryer, final cleaning of the Villa (daily cleaning or cleaning at other intervals is not carried out).

The agreed price does not include electricity consumption. The Accommodation User is obliged to pay for their actual electricity consumption. The price of one kilowatt hour (kWh) of electricity consumed is set according to the current tariff of the electricity supplier in Greece. The current price when signing

the Agreement is published in the Price List for the season and is listed on the operator's website in the Rental Price section. Upon arrival and handover of the Villa, the Accommodation Provider will make a record of the electricity meter in the presence of the Accommodation User. Based on the reading of the electricity meter at the end of the stay, a charge for the consumed electricity will be made.

The Accommodation User is obliged to pay this supplement in cash to the Accommodation Provider based on the issued receipt upon handing back the Villa at the end of the stay. The Accommodation Provider is entitled to set off the supplement against the deposit paid. Bearing in mind energy savings and environmental protection, the Accommodation User acknowledges that in the summer, to reduce the temperature in the room, when leaving the building they should turn off all electrical equipment.

## **2. Maturity of price and security deposit**

a) After receiving the booking confirmation and after signing this Agreement, **an advance payment amounting to 30 % of the total rental fee must be paid within 3 days** by bank transfer to the Accommodation Provider's bank account:

Name of the Bank: Česká Spořitelna a.s, Pobočka Praha 1, Rytířská 29, 110 00

Payment in EUR:

Bank account no.: 1999335213/0800

IBAN: CZ4908000000001999335213

SWIFT/GIBACZPX

Recipient: S.I.D. VILLAS s.r.o.

Payment identifier: Agreement no.

Message for the recipient: Name and surname of the Accommodation User (must be completed!)

**All bank charges related to bank payments to the Accommodation Provider's account will be paid by the Accommodation User.**

b) **The balance of the price is payable no later than 30 days before the agreed Check In date.**

c) The price is payable in full when booking/signing the Agreement less than 30 days in advance.

d) For online payments via the reservation system on web pages, 100 % of the total rental amount must be paid in advance.

e) The price is considered paid when the entire sum as specified in paragraph 1 of this Article is credited to the bank account specified above.

f) If there is a delay of more than 4 working days in the payment of the price (advance payment, balance), the Accommodation Provider is entitled to terminate the booking and withdraw from this Agreement.

g) after the end of the rental, and upon handing back the Villa, payment for consumed electricity is due.

h) **Together with the balance of the price, a security deposit in the amount of 400 EUR must also be paid, by bank transfer to the account held with Česká spořitelna a.s., which is the same account as for the booking. The security deposit cannot be paid or refunded by credit card.**

The security deposit will be used to cover the legitimate monetary claims of the Accommodation Provider, particularly in the event of any damage to the Accommodation Provider's property, damage to items in the Villa and the Resort, payment of electricity consumption, etc.

After any of the Accommodation Provider's claims have been deducted the security deposit will be returned to the Accommodation User no later than within 3 days of the Check Out date and the return of the Villa to the Accommodation Provider – to the account from which the security deposit was paid, or to an account specified by the Accommodation User in writing to the Accommodation Provider by email at info@pohodavillas.com.

### **3. Change to Booking terms**

All changes to bookings (changes to names, changes to the Villa, booking date, etc.) must be made in writing by sending an email specifying the required change to info@pohodavillas.com. Each change will subsequently be confirmed, if that change can be made. If a change cannot be made, the Accommodation User will be informed in writing (by email) by the Accommodation Provider. The confirmed change will become part of the Agreement as an Amendment hereto.

### **4. Cancellation of a Booking, cancellation fees**

The Accommodation User has the right to cancel the order/booking and terminate this Agreement at any time prior to the Check-In. The order/booking can be only be cancelled in writing, only by the person who submitted it and from the same email from which it was made. To determine the amount of the cancellation fee, the date of delivery of the request sent to the Accommodation Provider by the Accommodation User by e-mail shall be decisive. Unless agreed otherwise by the contracting parties in writing, the Accommodation User will be charged the following cancellation fees in the event of the cancellation of an order/booking:

If the Booking is cancelled at any time after signing the Agreement and paying the advance payment, **the cancellation fee is 30% of the rental price.**

If the Booking is cancelled up to **30 days** before the date of arrival, **the cancellation fee is 100% of the rental price.**

When leaving earlier or later than the dates specified in this Agreement, the Accommodation User is not entitled to any refund on the Price paid or its part.

## **VI. Further Rights and Obligations of the Parties**

1. The Accommodation Provider is responsible for the provision of the ordered services and their quality and for the veracity of information about the rental of the villa. The Accommodation User has the right to make any complaints without undue delay, but only during their stay. A record of the complaint must be drawn up between the Accommodation Provider and the Accommodation User at the moment of the complaint. In case of a breach of obligations under this Agreement, the binding General Terms and Conditions or the House Rules – e.g. by providing false information in the order (a number of persons, pets), the Accommodation Provider may require financial compensation on the spot, or the Accommodation Provider is entitled to immediately terminate the contractual relationship and expel all persons staying with the Accommodation User from the Villa, if an agreement on compensation is not reached. The Accommodation Provider is entitled to proceed similarly in case of

a repeat or gross breach of obligations stipulated by generally binding legal regulations (e.g. damage of property, gross breach of peace at night, etc.)

2. The Accommodation Provider is not liable for any damage or theft of items and personal belongings of persons during their stay in the Villa. The Accommodation Provider bears no liability for injury or other harm to persons using the Villa. The stay and movement of persons throughout the whole property, in all its premises and the land connected therewith is at the sole risk of the Accommodation User and all persons staying therewith.

3. If the Accommodation User brings a pet with the consent of the Accommodation Provider, they bear all responsibility for the good health of the animal and for any damage caused by the animal.

4. The Accommodation User will not request that the Accommodation Provider will take custody of cash, jewellery or other valuables.

5. The Accommodation Provider will provide the Accommodation User with the Recreational Facility in a condition fit for proper use and will enable the Accommodation User to fully exercise its rights associated with the accommodation.

6. The Accommodation User must use the Recreational Facility and the services relating to the accommodation in a due and proper manner; the Accommodation User may not make any substantial changes to the Recreational Facility without the consent of the Accommodation Provider. Smoking is prohibited inside the Recreational Facility. Smoking is permitted outside on the terrace.

7. The Accommodation User is obliged to comply with the Accommodation Rules, which comprise Annex No. 3 to this Agreement.

8. The Accommodation User is obliged to comply with the Health and Safety Rules and Fire Rules, which form part of the House Rules.

9. The Accommodation Provider is obliged to comply with the General Terms and Conditions, which are Annex No. 4 to this Agreement.

## **VII. Final Provisions**

1. The rights and obligations of the contracting parties not covered by this Agreement are governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code of the Czech Republic.

2. This Agreement may only be amended as written numbered addenda signed by both contracting parties.

3. If, at any time after this Agreement has been signed, it becomes apparent that any of its provisions are invalid, ineffective or unenforceable, the contracting parties undertake to promptly replace such provisions with new provisions that most closely approximate the economic intent of the original provisions, worded to ensure that they are valid, effective and enforceable.

4. This Agreement has been drawn up in two copies, of which each party receives one copy.

5. This Agreement becomes valid and effective on the date it is signed by the last contracting party.

6. The contracting parties jointly declare that this Agreement has been concluded as an expression of their true and free will; in witness hereof, they attach their signatures.

In ..... on .....

Accommodation Provider:

Accommodation User:

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S.I.D.VILLAS s.r.o.  
Šárka Pospíšilová

**Annexes:**

Annex No. 1: List of other Accommodation Users (**must be completed and sent with the Agreement**)

Annex No. 2: Villa layout plan

Annex No. 3: House Rules

Annex No. 4: General Terms and Conditions



## List of other accommodation users, including children

### Accommodation User No. 2

Full name .....

Date of birth .....

Address .....

Telephone, email .....

ID card no. /passport .....

### Accommodation User No. 3

Full name .....

Date of birth .....

Address .....

Telephone, email .....

ID card no. /passport .....

### Accommodation User No. 4

Full name .....

Date of birth .....

Address .....

Telephone, email .....

ID card no. /passport .....

### Accommodation User No. 5

Full name .....

Date of birth .....

Address .....

Telephone, email .....

ID card no. /passport .....

**Accommodation User No. 6**

Full name .....

Date of birth .....

Address .....

Telephone, email .....

ID card no. /passport .....